

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF ARDEN HILLS AND
KELLY & LEMMONS, P.A.**

THIS AGREEMENT, effective _____, is by and between the **CITY OF ARDEN HILLS**, a Minnesota municipal corporation (“City”) and **KELLY & LEMMONS, P.A.**, a Minnesota corporation (“Attorney”).

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. Attorney shall furnish and perform the following criminal prosecution and related legal services for the City beginning January 1, 2024:

1. Represent and prosecute all criminal law matters within the City’s jurisdiction that are not the responsibility of the County Attorney, including but not limited to attendance at arraignments, pretrials/omnibus hearings, and court/jury trials as scheduled by the Ramsey County District Court, scheduling and coordinating of officer appearances, reviewing all criminal cases presented for purposes of prosecution, determine technical compliance with criminal code and other state statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate, act as a resource to the City’s law enforcement agency in the development of criminal cases, and provide training sessions for law enforcement staff as needed. All attorney and paralegal fees related to prosecution, including court appearances, appeals, DWI forfeitures, the hiring of conflict attorneys, in-service training, and administrative work are included in the retainer.

B. Attorney shall be engaged as an independent contractor and not as a City employee.

The Attorney is free to contract with other entities.

2. TERM.

A. Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council.

B. Attorney may terminate this Agreement at any time, provided that Attorney shall provide the City thirty (30) days written notice before the termination becomes effective.

3. PAYMENT.

A. *Criminal Prosecution:* City agrees to pay Attorney an hourly rate in the amount of **\$100.00** per hour during calendar years 2024 through 2025. Beginning in calendar year 2026 and annually thereafter, the hourly rate shall automatically increase by 2% unless otherwise agreed to in writing by the parties.

B. *Monthly Invoices:* Attorney will send City a monthly billing statement of the actual hours incurred in providing prosecution legal services. The minimum billing increment is .1 hour. Attorneys will bill at the hourly rate of \$100.00 per hour.

C. *Costs/Expenses Not Included in Criminal Prosecution Retainer:* Kelly & Lemmons, P.A. may incur various expenses in providing prosecution services on behalf of Arden Hills. The City shall reimburse Kelly & Lemmons, P.A. for all out-of-pocket expenses at the following rates for common reimbursable expenses:

Photocopies:	\$.20 per page.
Facsimile:	\$.50 per page.
Postage:	current postage rates.
Long Distance:	As incurred.
Mileage:	current IRS rates.

Other costs incurred in providing services (e.g. service of process, subpoena fees) will be submitted for reimbursement with each month's billing statement without markup. Significant expenses such as court reporter fees, expert witnesses, and costs related to an appeal are not included in the retainer. Attorney will not incur any of these additional costs without first obtaining written approval from City.

D. Payments for legal services provided to the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. **INSURANCE.** Attorney will maintain legal malpractice insurance.

5. **MISCELLANEOUS.**

A. *Council Presentation.* Attorney will attend City Council meetings, at the request of the City, to present a report of prosecution activity.

B. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

C. *Assignment.* Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Arden Hills City Council. City Council consents to allow prosecuting attorneys not with the law firm of Kelly & Lemmons, P.A. to cover in-custody arraignment calendars at the Ramsey County Law Enforcement Center.

D. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Arden Hills City Council.

Dated: _____, 2023

CITY OF ARDEN HILLS

BY: _____

David Grant, Mayor

AND _____
Dave Perrault, City Administrator

Dated: _____, 2023.

KELLY & LEMMONS, P.A.

BY: _____
Kevin M. Beck, Vice President